IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO. 4062 OF 2003.

Bank of India. ..Plaintiff.

VERSUS.

Shri. Kishore K. Gandhi & Anr. ..Defendants.

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Mr. C. K. Thomas Advocate for the plaintiffs.

None for the defendants.

Coram: V.M.KANADE, J.
Date: August 24, 2004.

P.C.

1. Heard the learned counsel appearing on behalf of the plaintiff. None appears on behalf of the defendants, though they are served. The plaintiff has filed affidavit of service. In the affidavit of service, the Bailiff of the Office of Sherrif of Mumbai has stated that the plaint along with the annexures and the writ of summons were sent by the RPAD on the defendants at the address mentioned in the plaint. The acknowledgment card was received which is annexed to the affidavit of the bailiff. The original writ of summons is also filed. The plaintiff has filed original documents, which are marked as Exhibit "A-colly."

2. The plaintiff bank has advanced Car loan of Rs. 3,70,250/- to the first defendant. The first defendant has executed various documents in favour of the plaintiff bank in consideration of the loan advanced. The defendant failed to pay the said amount and therefore a notice was sent calling upon the defendant to pay the balance amount. However, the same was not paid and the present suit is, therefore, filed. The plaintiff has filed original documents, which contain Deed of Guarantee, Agreement of Hypothecation, Continuing Security Bond, etc.,. Under the circumstances, the suit is decreed in terms of the prayer clause (a). The plaintiff will be entitled to the refund of court fees as permissible under the rules.

(V.M.KANADE,J.)

/2004/c.